IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

ENERGY AUTOMATION SYSTEMS, INC.,	)	
	)	**Civil Action No.: 3:06-cv-01079**
Plaintiff,	)	
	)	**Judge Aleta Trauger**
v.	)	**Magistrate Judge Juliet Griffin**
	)	
XCENTRIC VENTURES, LLC, d/b/a/	)	**JURY DEMAND**
BADBUSINESS BUREAU and/or	)	
BADBUSINESSBUREAU.COM and/or	)	
RIP-OFF REPORT and/or	)	
RIPOFFREPORT.COM and EDWARD	)	
MAGEDSON a/k/a/ ED MAGEDSON,	)	
	)	
Defendants.		

ANSWER OF DEFENDANT XCENTRIC VENTURES, LLC AND EDWARD MAGEDSON

Come now the Defendants, XCENTRIC VENTURES, LLC, (“Xcentric”) and Edward Magedson, by Counsel and, for their Answer to the Complaint filed by the Plaintiff, states:

1. Defendants are without knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 1 of Plaintiff’s Amended Complaint, and therefore deny the same.

2. Defendants admit the allegations contained in Paragraph 2 of Plaintiff’s Amended Complaint.

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3. Defendants admit the allegations contained in Paragraph 3 of Plaintiff's Amended Complaint.

4. Defendants admit that the Court has subject matter jurisdiction and deny the remaining allegations of Paragraph 4 of Plaintiff's Amended Complaint.

5. Defendants deny the allegations contained in Paragraph 5 of Plaintiff's Amended Complaint.

6. Defendants are without knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 6 of Plaintiff's Amended Complaint and, therefore, deny the same.

7. Defendants are without knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 7 of Plaintiff's Amended Complaint and, therefore, deny the same.

8. Defendants are without knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 8 of Plaintiff's Amended Complaint and, therefore, deny the same.

9. Defendants deny that the Website is a commercial and interactive website and admit the remaining allegations of Paragraph 9 of Plaintiff's Amended Complaint.

10. Defendants deny the allegations contained in Paragraph 10 of Plaintiff's Amended Complaint.

11. Defendants deny the allegations contained in Paragraph 11 that they solicit companies from any particular jurisdiction and further deny that Defendants have edited the reports directed at Tennessee companies. Defendants affirmatively allege that Defendants can not be treated as

publishers of the reports that they did not create. Defendants admit the remainder of the allegations contained in Paragraph 11 of Plaintiff's Amended Complaint.

12. Defendants deny that they have solicited reports about any particular company and affirmatively allege that Defendant cannot be treated as publishers of those reports. Defendants admit the remainder of the allegations contained in Paragraph 12 of Plaintiff's Amended Complaint.

13. Defendants deny the allegations contained in Paragraph 13 of Plaintiff's Amended Complaint.

14. Defendants deny the allegations contained in Paragraph 14 of Plaintiff's Amended Complaint.

15. Defendants admit that Energy Automation Systems, Inc. ("EASI") is listed as a "Top Rip-Off Links". Defendants deny the remaining allegations contained in Paragraph 15 of Plaintiff's Amended Complaint.

16. Defendants admit the allegations contained in Paragraph 16 of Plaintiff's Amended Complaint that they created the list of categories and deny that Defendants choose the category in which to list the report. Defendants deny the remaining allegations contained in Paragraph 16 of Plaintiff's Amended Complaint.

17. Defendants deny the allegations contained in Paragraph 17 of Plaintiff's Amended Complaint.

18. Defendants admit the allegations contained in Paragraph 18 of Plaintiff's Amended Complaint that Defendants exercise editorial control over the website. Defendants deny the remaining allegations contained in Paragraph 18 of Plaintiff's Amended Complaint.

19. Defendants deny that they have the unique ability to verify whether complainants are who they say they are and whether content created by third-party complainants is accurate and truthful and admit the remaining allegations contained in Paragraph 19 of Plaintiff's Amended Complaint.

20. Defendants admit the allegations contained in Paragraph 20 of Plaintiff's Amended Complaint.

21. Defendants deny that reports are false and misleading and deny that Defendant Ed Magedson demanded payment but admit the remaining allegations contained in Paragraph 21 of Plaintiff's Amended Complaint.

22. Defendants deny the allegations contained in Paragraph 22 of Plaintiff's Amended Complaint.

23. Defendants deny the allegations contained in Paragraph 23 of Plaintiff's Amended Complaint.

24. Defendants deny the allegations contained in Paragraph 24 of Plaintiff's Amended Complaint.

25. Defendants repeat and reallege every paragraph of this Answer as if fully set forth herein.

26. Defendants deny the allegations contained in Paragraph 26 of Plaintiff's Amended Complaint.

27. Defendants deny the allegations contained in Paragraph 27 of Plaintiff's Amended Complaint.

28. Defendants deny that Defendants' conduct is unlawful and Defendants are without knowledge or information to form a belief as to the truth of the remaining allegations contained in Paragraph 28 of Plaintiff's Amended Complaint and, therefore, deny the same.

29. Defendants deny the allegations contained in Paragraph 29 of Plaintiff's Amended Complaint.

30. Defendants repeat and reallege every paragraph of this Answer as if fully set forth herein.

31. Defendants deny the allegations contained in Paragraph 31 of Plaintiff's Amended Complaint.

32. Defendants deny the allegations contained in Paragraph 32 of Plaintiff's Amended Complaint.

33. Defendants deny the allegations contained in Paragraph 33 of Plaintiff's Amended Complaint.

34. Defendants repeat and reallege every paragraph of this Answer as if fully set forth herein.

35. Defendants deny the allegations contained in Paragraph 35 of Plaintiff's Amended Complaint.

36. Defendants deny the allegations contained in Paragraph 36 of Plaintiff's Amended Complaint.

37. Defendants deny the allegations contained in Paragraph 37 of Plaintiff's Amended Complaint.

38. Defendants deny the allegations contained in Paragraph 38 of Plaintiff's Amended Complaint.

39. Defendants repeat and reallege every paragraph of this Answer as if fully set forth herein.

40. Defendants deny the allegations contained in Paragraph 40 of Plaintiff's Amended Complaint.

41. Defendants deny the allegations contained in Paragraph 41 of Plaintiff's Amended Complaint.

42. Defendants admit the allegations contained in Paragraph 42 of Plaintiff's Amended Complaint.

43. Defendants deny that the statements were false and admit the remaining allegations contained in Paragraph 42 of Plaintiff's Amended Complaint.

44. Defendants deny the allegations contained in Paragraph 44 of Plaintiff's Amended Compliant.

45. Defendants deny the allegations contained in Paragraph 45 of Plaintiff's Amended Complaint.

46. Defendants deny the allegations contained in Paragraph 46 of Plaintiff's Amended Complaint.

FIRST AFFIRMATIVE DEFENSE

47. All averments of material fact contained in the Complaint which are not specifically admitted in this Answer are denied.

SECOND AFFIRMATIVE DEFENSE

48. Count I of the Complaint fails to state a cause of action against either of the Defendants for which relief may be granted.

THIRD AFFIRMATIVE DEFENSE

49. Count II of the Complaint fails to state a cause of action against either of the Defendants for which relief may be granted.

FOURTH AFFIRMATIVE DEFENSE

50. Count III of the Complaint fails to state a cause of action against either of the Defendants for which relief may be granted.

FIFTH AFFIRMATIVE DEFENSE

51. Count IV of the Complaint fails to state a cause of action against either of the Defendants for which relief may be granted.

SIXTH AFFIRMATIVE DEFENSE

52. The Defendant Xcentric does not reside in the State of Tennessee, has never resided in Tennessee, and has never engaged in any business transactions within the State of Tennessee. Therefore, this Court lacks jurisdiction over the Defendant Xcentric.

SEVENTH AFFIRMATIVE DEFENSE

53. The Defendant Edward Magedson does not reside in the State of Tennessee, has never resided in Tennessee, and has never engaged in any business transactions within the State of Tennessee. Therefore, this Court lacks jurisdiction over the Defendant Edward Magedson.

EIGHTH AFFIRMATIVE DEFENSE

54. The Defendant Xcentric is protected by the Communication Decency Act; 47 U.S.C. § 230 (the "CDA") and may not be treated as a publisher or author of the statements regarding EASI.

NINTH AFFIRMATIVE DEFENSE

55. The substantive content of all statements on the websites on which the Plaintiff bases its claims were authored by third parties.

TENTH AFFIRMATIVE DEFENSE

56. The authors of all statements placed on the website(s) at issue in this action were solely responsible for selecting the headings and categories on the website in which the statements were placed.

ELEVENTH AFFIRMATIVE DEFENSE

57. The only actions taken by any employee or representative of Xcentric as to any statement submitted by third parties were to remove objectionable language and private information, as contemplated by, and in full compliance with the provisions of the CDA.

WHEREFORE, the Defendants Xcentric Ventures, LLC and Edward Magedson, pray:

1. That the Court dismiss the Complaint filed by EASI, Inc.;

2. That Edward Magedson and Xcentric be awarded their costs in this action, including reasonable attorneys' fees;

3. For a trial by jury on all issues so triable; and

4. For such other and different relief to which Defendants Magedson and Xcentric may be entitled under the law.

Respectfully,

s/Maria Crimi Speth
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Attorneys for Defendants Xcentric Ventures, LLC and Edward Magedson

CERTIFICATE OF SERVICE

I hereby certify that on July 11, 2007, a true and exact copy of the foregoing document has been filed electronically. Notice of this filing will be sent by operation of the Court's

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electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by postage prepaid U.S. Mail. Parties may access this filing through the Court's electronic filing system.

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_s/Debra Gower________________________